

## LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and among \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (individually a “Tenant” and collectively “Tenants”) and \_\_\_\_\_ (“Landlord”).

WHEREAS, Landlord wishes to lease to Tenants and Tenants wish to lease from Landlord certain premises that are hereafter described;

WHEREAS, Landlord is only willing to lease to Tenants provided that Tenants agree to the terms of this Lease and agrees to abide by the spirit of the following statement:

Good Neighbor Policy/Renting in Vermont. Each Tenant and Landlord agree that Burlington, Vermont is a wonderful and special community and we are privileged to live here even if our stay may only be temporary. Each Tenant hereby agrees that maintaining the quality and vitality of the neighborhoods in which each Tenant lives is of paramount importance to both Landlord, each Tenant and the neighbors of each Tenant and is vital to our community. Each Tenant recognizes that the integrity and vitality of the community will only be maintained through the efforts of each Tenant and his or her neighbors working together and with mutual respect toward making the neighborhood a better place for all to live. Conversely, failure to respect the rights of his or her neighbors, including the right to quiet enjoyment of their properties free of noise pollution, unsightly conditions or other nuisances, is unacceptable behavior and contributes to the destruction of our neighborhood. Accordingly, each Tenant agrees that each and every act or omission of each Tenant in any way related to the leased premises shall be governed by and shall be consistent with the spirit and philosophy of this good neighbor policy. In this regard, each Tenant agrees to be considerate and respectful of his or her neighbors at all times. This obligation shall include, but is not limited to, the obligation of each Tenant at all times to: 1) keep noise to a minimum particularly during the hours that Tenant’s neighbors may be sleeping; 2) maintain the good appearance of the neighborhood by working to keep the leased premises clean, neat and free of debris and 3) treat his or her neighbors and the neighborhood with the respect and consideration that he or she wishes to be treated.

Landlord recommends that Tenants obtain a copy of the informational handbook titled “Renting in Vermont” in order to avoid some of the common problems that occur between landlord and tenant and to help explain legal rights. This handbook can be viewed by going to the attached link:  
**<https://www.burlingtonvt.gov/sites/default/files/LeadProgram/RENTINGinVERMONT.pdf>**

Now, therefore, in consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1) PREMISES. Landlord hereby leases to Tenants a \_\_\_\_\_ bedroom apartment located at \_\_\_\_\_ (the “Premises”). Unless indicated otherwise, the Premises shall be used as a personal residence and not otherwise. Only the persons who have executed this Lease shall be considered Tenants hereunder. No other persons may reside at the Premises.

2) TERM. This Lease shall be for a term commencing on June 1<sup>st</sup>, 20\_\_, at 12:01 a.m., and ending on May 26<sup>th</sup>, 20\_\_ at 12:01 am.

3) RENT. Tenant shall pay to Landlord as rent for the term of this Lease \$\_\_\_\_\_.00 U.S. per month (\$\_\_\_\_\_ per year). Rent for the final month of the Lease term ending May 26<sup>th</sup>, 20\_\_ shall be equal to one month’s rent. The rent shall be payable by electronic ACH to the account of

Landlord on or before the first day of each month. If a debit is returned by Landlord's bank, the transfer will be attempted again and you will be charged \$25.00. Landlord may terminate this Lease if any (2) debit entries are returned by its bank. In the event that the entire rent hereunder is not paid on or before the first day of each month then all Tenants hereunder shall be reported to any and all applicable credit reporting services.

4) SECURITY DEPOSIT. Landlord hereby acknowledges the receipt from Tenants of \$\_\_\_\_\_ .00, U.S. as a security deposit for the entire apartment. The security deposit shall secure the performance of Tenants obligations to pay rent, unpaid utility bills owed by Tenants, expenses due to damage beyond normal wear and tear and the expenses resulting from removal of belongings left behind by Tenants after termination of the tenancy. Landlord may retain all or a portion of the security deposit for 1) nonpayment of rent, 2) damage to the Premises unless the damage is the result of normal wear and tear, 3) nonpayment of utility or other charges which Tenants are required to pay directly to Landlord or to a utility, and 4) expenses required to remove from the Premises articles abandoned by Tenants. As used herein, the term "normal wear and tear" shall mean the deterioration which occurs, based upon the reasonable use for which the Premises is intended, without negligence, carelessness, accident or abuse of the Premises or supplied equipment or appliances by any Tenant or members of household or their invitees or guests.

If there is more than one tenant, the security deposit shall be returned when all of Tenants under this Lease have vacated the Premises and met all obligations of the Lease. The security deposit shall not be applied against the last month's rent. Accordingly, in the event that Tenants do not pay the entire last month's rent on or before the first day of that month, then all Tenants hereunder shall be reported to any and all applicable credit reporting services.

The security deposit shall bear interest effective as of the execution of this Lease. The inspection checklist attached hereto as Exhibit A shall be used to determine the physical condition of the Premises for the purpose of refunding any or all of the security deposit.

Landlord shall only be required to return any security deposit owing via one check made payable to all Tenants jointly and mailed or delivered to the following address provided by Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5) UTILITIES. Tenants shall pay for all utilities with respect to the Premises except, sanitation, and grounds maintenance. **Water/Sewer bills will be mailed to Tenants monthly and shall be paid via check or cash when received.** Landlord strongly recommends that Tenant contact the following utilities to schedule service at least thirty (30) days prior to the start date of the term. The contact numbers for cable, electric and telephone service are as follows:

- a) Burlington Electric Department 658-0300
- b) Vermont Gas 863-4511
- c) Internet Provider

6) MUNICIPAL ASSESSMENTS. Landlord shall pay all municipal assessments with respect to the Premises except any assessments, penalties or fines that are incurred due to the negligence or willful act of any Tenant or any invitee of any Tenant or the violation of any state, local or city law, regulation, rule or ordinance substantially caused by the action or inaction of any Tenant or any invitee of any Tenant

including, but not limited to, any fines, penalties or assessments due to the violation of any City of Burlington noise ordinance, zoning ordinance or any law related to the consumption of alcoholic beverages or the possession of illegal substances, all of which Tenants shall pay and hereby agree to indemnify and hold Landlord harmless therefrom.

7) ALTERATIONS. Tenants shall make no alterations, additions, or improvements (including painting) to the interior or exterior of the premises without the prior written approval of Landlord. In the event that Tenants make any such alterations, additions or improvements, then, in addition to any other remedies of Landlord hereunder, Landlord shall be entitled to, without notice to Tenants and at Tenants' expense, remove such alterations, additions, or improvements and restore the leased premises to their original condition.

8) ACCEPTANCE OF PREMISES. Tenants hereby lease and accept the Premises in its "AS IS" condition existing on the commencement date of this Lease, without any express or implied representations or warranties of any kind by Landlord, its manager or employees of any of them regarding the Premises. Tenant will submit an apartment inspection checklist within three days of occupancy, or the apartment is considered without flaws. **Upon the termination of this Lease, Tenants shall thoroughly clean the Premises and shall leave the Premises and the improvements therein, in the same or better condition as at the commencement of this Lease, reasonable wear and tear, (as that term is defined herein), excepted.** Tenants shall, at their expense, have all carpets professionally cleaned at the end of the term of the Lease and will provide Landlord with a copy of the bill for carpet cleaning.

9) ASSIGNMENT AND SUBLEASING. Tenants shall not assign, mortgage, pledge, or encumber this lease, the premises, or sublet the whole or any part of the Premises without Landlord's prior written consent, which may be withheld in its sole discretion. **If Tenant accepts a subtenant or other additional roommate or subleases all or any portion of the Premises without Landlord's prior written consent, said acceptance shall be considered a violation of the Lease creating a default.** Landlord shall have the right to evict all Tenants and occupants of this apartment due to this default, and Tenants agree to reimburse Landlord for all costs related to said eviction including, but not limited to legal fees, Sheriff or other fees due to notice, and court fees. Landlord shall also have the right to immediately, and retroactively to the beginning of said non-accepted occupancy, charge and additional rent equal to the monthly proportionate rent per legal tenant. In other words, if the monthly rent is \$2,700.00 for three legal tenants, there will be an additional charge of \$900.00 per additional occupant per month. Landlord's instituting of this charge shall be for additional costs related to occupancy, including additional costs of eviction, and shall not constitute acceptance of additional occupants or waiver of Landlord's right to evict for this substantial violation.

10) HOLDING OVER. If any Tenant should hold over and remain in possession of the leased premises after the expiration of this lease without Landlord's written consent, it shall not be deemed or construed to be a renewal or extension of this Lease, but shall only operate to create a tenancy at will. The rent for any such holding over shall be at a rate of fifty percent (50%) greater than the last month's rent.

Tenants acknowledge and agree that Landlord shall not be liable to Tenants, for damages or specific performance, if on the commencement date of this Lease the prior occupants have not departed the Premises in breach of their lease and if Landlord is unable to evict them under no cause eviction provisions enacted by the State of Vermont and/or the City of Burlington.

11) COMMON AREAS. The sidewalk, entrance, hall, passages, stairways, and other common areas shall not be obstructed by tenant or used by tenant for any other purpose than those of ingress or egress from the premises. Each Tenant agrees that Landlord shall have the right, but not the obligation, to remove any items in any of the foregoing common areas without notice and at the cost of Tenants.

12) REFUSE. The appearance of the Premises is of paramount importance. Accordingly, Tenants agree to keep the Premises clean and free of all garbage or refuse and to prevent any refuse or garbage from being windblown. Tenants shall dispose of all garbage and refuse in such a manner and at such times as Landlord shall direct. Cost of normal refuse removal is paid by Landlord. In the event that Tenants have any extraordinary refuse or garbage removal needs you may call the following services or any other such service listed in the Yellow pages under Garbage Removal for removal at Tenants' sole expense. In the event that, in the sole opinion of Landlord, the leased premises are not being kept adequately free of extraordinary garbage and refuse, then Landlord may, in addition to any other remedies hereunder, without notice to Tenants arrange for the removal of such refuse or debris at Tenants' sole expense. **Tenants will abide by Burlington City Recycling Ordinances and will be responsible for any fines due to non-compliance. Complete Recycling is mandatory. If tenant fails to Recycle, and instead disposes of Recyclables with ordinary trash, tenant will be charged for the labor to sort recyclables.** Tenant is responsible for placing Recycling at the curb on pick-up day and covering recyclables so that they do not blow away. Recycling questions can be answered by calling 865-7262.

13) PETS. No animals: dogs, cats, birds, or pets of any kind shall be kept in or allowed to visit the Premises under any circumstances.

13) TENANT OBLIGATIONS & TERMINATION. Tenants shall not create or contribute to the noncompliance of the apartment with applicable provisions of building, housing, or health regulations. Nor shall Tenants do anything in or about the Premises which might cause a safety or health risk or might increase the insurance premiums on the Premises. **Tenants shall not disable, modify or tamper with any equipment or appliance provided by Landlord, including, but not limited to, smoke detectors, carbon monoxide detectors, fire extinguishers, stoves or refrigerators.**

Tenants shall not install additional or different locks or gates on any doors or windows of the unit without the written permission of Landlord. Upon termination or earlier expiration of the Lease, Tenants agree to return all keys to the apartment to Landlord. Landlord may charge Tenants \$90.00 if the key(s) are not returned to Landlord or if the lock and keys must be replaced by Landlord. Three keys have been provided to Tenants.

Each Tenant shall conduct him/herself and require other persons in the Premises with Tenant's consent to conduct themselves in a manner that will not disturb other tenant's peaceful enjoyment of the building. No Tenant shall conduct him/herself or permit others to conduct themselves in any illegal activity. Tenants agree to do nothing that will disturb his/her neighbors.

Tenants shall not deliberately or negligently destroy, deface, damage, or remove any part of the premises or its fixtures, mechanical systems, or furnishings or deliberately or negligently permit any person to do so.

Any roof or plumbing leaks shall be reported to Landlord immediately. Tenants agree that neither they, nor their guests will lounge, sit, or stand on any part of the roofs of the building.

Broken windows are the responsibility of Tenants. The Premises have been rented with operative light bulbs in every lighting fixture, and it is Tenant's responsibility to replace inoperative light bulbs upon vacating the Premises.

Tenants will be held responsible for any loss or damage to the Premises or the building resulting from overflow of water from toilets, sinks, showers, or bathtubs located at the Premises. All drains and waste pipes are accepted as clear by Tenants and any partial or complete stoppage occurring during the

term shall be repaired at Tenant's expense.

The Lease may not be terminated by Tenants. If Tenants are not going to renew or extend the Lease after it expires, Tenants shall give Landlord 30 days advance notice that the Lease will not be renewed or extended. If this is a month to month lease, Landlord may terminate the lease for no cause by actual notice given to Tenants at least 30 days prior to the termination date specified in the notice.

If Tenants act in violation of this Lease and it is necessary for Landlord to retain an attorney to secure Landlord's rights and remedies, Landlord shall be entitled to recover reasonable attorney's fees so incurred, together with any damages, costs, and expenses. Furthermore, said violation shall be grounds for termination of the lease and commencement of an action for eviction.

14) **REPAIRS & MAINTENANCE.** Landlord shall be responsible for all repairs and maintenance with respect to the Premises except such repairs and maintenance as are caused by the negligent or deliberate act or omission of Tenants or a person on the Premises with any Tenant's consent. Those repairs and maintenance which are the responsibility of Tenants shall be performed by Tenants immediately upon Landlord's demand. Whether such repairs and maintenance are performed by Tenants or Landlord, the cost of such repairs and maintenance shall be paid by Tenants forthwith as additional rent.

15) **WAIVER.** A waiver by Landlord of any default on the part of Tenants shall not be considered or treated as a waiver of any subsequent or other default. Any waiver by Landlord must be in writing to be effective.

16) **ACCESS.** Landlord may enter the apartment with Tenant's consent, which consent shall not be unreasonably withheld.

Landlord may enter the apartment for the following purposes between the hours of 9:00 am and 9:00 pm but on not less than 48 hours' notice: 1) when necessary to inspect the premises 2) to make necessary or agreed repairs, alterations or improvements 3) to supply agreed services 4) to speak with tenant, workers, or contractors.

Landlord may only enter the apartment without consent or notice when Landlord has reasonable belief that there is imminent danger to any person or to property.

17) **HOLD HARMLESS.** Landlord shall not be liable for and each Tenant shall hold Landlord harmless and indemnify Landlord from injury or damage to persons or property occurring on or about the Premises, unless caused by or resulting from the negligence of Landlord or any of Landlord's agents, servants, or employees. Each Tenant shall further hold Landlord harmless and indemnify Landlord from injury or damage to persons or property occurring on or about the leased premises as a result of any violation by any Tenant or any invitee of Tenant of the terms of this Lease including, but not limited to, any violation by Tenants of any clause prohibiting any action or omission of Tenants set forth herein.

18) **INSURANCE.** Tenants shall protect their personal property with adequate personal property insurance.

Landlord has insurance on the Premises. However, this insurance does not cover any Tenant's personal belongings. **Renter's insurance or "content of apartment" insurance is required by Landlord prior to tenancy. A Certificate of Insurance must be mailed to Landlord prior to occupancy.** Such insurance is inexpensive and usually covers vandalism, theft, fire and water damage. Landlord encourages you to shop around for a policy that suits your budget and your needs as terms and premiums may vary. Such insurance can be obtained by calling The Essex Agency at (802) 878-5334, or

any other insurance agency which offers renters insurance. All policies must include coverage for water damage.

19) TIME is of the ESSENCE. It is understood and agreed that time and strict performance of all of the terms herein, by Tenants to be performed and reserved, shall be of the essence.

20) NOTICE OF PROBLEMS. Tenants agree that all smoke detectors, carbon monoxide detectors and fire extinguishers are in good repair and are in working condition as of the date of occupancy. Tenants must notify Landlord immediately upon discovery of any leaks, defects, or problems with the leased premises whatsoever, including, but not limited to, such problems with any safety equipment such as smoke detectors, fire extinguishers or carbon monoxide detectors or any equipment or appliance that may cause damage to the leased premises or to any occupant thereof. Tenants agree to replace any non-working smoke detector or fire extinguisher at Landlord's expense in the event that Landlord does not replace the faulty smoke detector or fire extinguisher within one business day of notification by Tenants to Landlord that the particular unit is faulty. Tenant also agrees to refrain from tampering with any appliance or piece of equipment in the Premises including, but not limited to, smoke detectors, carbon monoxide detectors or fire extinguishers.

Tenants further agree to notify the following agencies immediately in the event of any problem related to the Premises that may endanger property, cause injury to persons or endanger human life:

Burlington Police Department	For Emergencies:	911
	For all other purposes:	658-2704
Burlington Fire Department:	For Emergencies:	911
	For other purposes:	864-4554

Tenants further agree to notify the following agencies immediately in the event of any problem related to any gas powered appliance or equipment or if any Tenant or invitee of Tenant smells gas at any time:

Vermont Gas Systems, Inc.:	863-4511
If no answer or if telephone is busy call:	800 639-8081

21) TENANT PARKING. This Premises include \_\_\_\_\_ parking spaces in the back parking lot. Any vehicles on the property without a properly displayed valid parking permit will be towed, without notice, at the vehicle owner's expense. Landlord is not responsible for any damage from ice falling from roof. There shall be no parking on any greenspace or any area not specifically designated by Landlord for parking. In the event of violation of this provision by Tenant, in addition to any other remedies in this Lease, Landlord may cause the offending vehicle to be towed at the owner's expense without any notice whatsoever. Tenants further agree to be solely responsible for any fines which may accrue to any party as a result of the violation by Tenants or any invitee of Tenants of any Burlington City Ordinance related to parking.

22) CASUALTY DAMAGE. If the Premises, or any part thereof, shall be damaged by fire or other casualty not due to Tenants' negligent or willful act or that of the agent or invitee of any Tenant, the Premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and to the extent that, the Premises may have been uninhabitable. But, if the Premises should be damaged other than by any Tenant's negligent or willful act or that of an agent or invitee of any Tenant, to the extent that Landlord should decide not to rebuild or repair, the term of this Lease shall terminate and the rent shall be pro-rated up to the time of the damage.

23) **JOINT & SEVERAL LIABILITY.** Each Tenant is jointly and severally liable for the performance of all of the obligations hereunder.

24) **PARTIAL INVALIDITY.** If any term or provision of this Lease is held invalid or unenforceable, said invalidity shall not affect the remaining provisions of this Lease which remain valid and enforceable to the fullest extent.

25) **PARTIES.** Parties are prohibited on the Premises. A “party” means any gathering on or about the Premises comprised of more than two times (2x) the number of Tenants set forth in this Lease. Kegs of beer in the Premises are prohibited. Loud music or noise which disturbs the neighbors in the building or in the neighborhood is prohibited. Any party must be approved in advance in writing by Landlord. If the prohibition of parties or kegs is violated, in addition to any other remedies provide in this Lease, it shall be grounds for eviction and permanently vacating the premises upon 30 days’ notice.

26) **LEAD PAINT LAWS.** There are both Federal and State of Vermont laws dealing with lead paint hazards in older buildings. If there are children under the age of 7 years residing in or visiting the Premises, please be aware that there is a possibility that there was lead paint used in these premises and proper education and supervision should be employed. Please contact the Vermont Department of Health if you have questions on this subject. Landlord’s responsibility is to maintain the property in prescribed ways to minimize that hazard. Tenants’ responsibility is to Landlord in writing if they notice any flaking or missing paint so that area may be examined.

27) **EXTERIOR OF PREMISES.** There will be no personal belongings or debris left on the porches or grounds of the building (including bicycles locked to porch railings). Exception: Lawn furniture neatly stored on porches. There will be no hanging or posting of signs, banners or art on the exterior of the building or displayed in a window or anywhere where it can be seen from the street. In the event of violation of this provision, in addition to any other remedies provided in this Lease, Landlord may remove any banner or personal belongings at the expense of Tenants and without notice to Tenants. Landlord agrees to provide snow removal in the driveway as needed.

28) **SAFETY INSPECTIONS:** Tenants agree that Landlord reserves the right to conduct safety inspections on each of the following dates: Jan 2nd, April 1st, July 1st, and October 1st. Tenants agree to provide complete access to the apartment on these dates at a time to be arranged with Landlord. Tenants understand that the purpose of the inspections is to confirm that the smoke detectors are working properly, that there are clear routes of fire egress, that the fire extinguishers are charged, and that the general cleanliness of the apartment does not pose a fire hazard. Should the cleanliness of the apartment pose an unreasonable risk of fire, Tenants will be given five days to remedy the problem or Landlord may complete repairs/ cleaning and bill Tenants.

29) **CITY OF BURLINGTON RENTAL UNIT REGISTRATION FEE:** Tenants are responsible for the payment of the Burlington Rental Unit Registration Fee. The fee is \$150.00 per apartment or the prevailing rate as mandated by the City of Burlington, whichever is lower. The fee is paid annually in March. Tenants will be billed for the fee by Landlord, and will pay Landlord upon receipt of the bill.

30) **LOCK OUT FEE:** If you are locked out of your apartment and you call after hours, there is a \$97.50 charge to open the apartment for you. Normal of operation are Monday – Friday, 7:00 am through 3:30 pm – exclusive of holidays.

31) **REQUIRED/PROHIBITED ACTIONS.** The following is a list of actions or inactions that,

in addition to the violation of any other material term of this Agreement (unless applicable law provides otherwise), will be grounds for eviction if violated by Tenants: The Premises are designated as non-smoking and smoking of tobacco or any substance is explicitly prohibited in the interior of the Premises. Any smoking shall take place outside with all smoking debris (butts, etc.) picked up and properly disposed of.

Tenants shall never use candles or any source of open flame at the Premises. Tenant shall not use electric space heaters in the Premises.

Tenants shall not store any flammable or otherwise hazardous material anywhere on the Premises.

Tenants shall, at all times, maintain a heating thermostat setting in the Premises at a level sufficient to prevent freezing of water pipes and equipment regardless of whether Tenants or Landlord pay for the heat.

Tenants shall not tamper with any equipment or appliance provided by Landlord, including, but not limited to smoke detectors, carbon monoxide detectors or fire extinguishers.

Tenants shall not place any barbecue grill on any porch or entrance to the Premises.

Tenants shall park only in areas designated by Landlord.

Tenants shall not have any Parties, as that term is defined herein.

Tenants shall not allow kegs of beer on the Premises.

There shall be no consumption of alcohol on the Premises by those not of legal age to drink.

There shall be no illegal drugs allowed on the Premises.

Costs to repair damage resulting from the violation by Tenants or any invitee of Tenants of this Section 31 or any other provision of this Lease shall be the sole financial responsibility of Tenants.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first set forth above.